

AMENDED IN ASSEMBLY JUNE 15, 2000

AMENDED IN SENATE APRIL 26, 2000

SENATE BILL

No. 1745

Introduced by Senator Burton
(Principal coauthor: Senator Sher)

February 23, 2000

An act to amend, repeal, and add Section 827 of the Civil Code, relating to landlord-tenant.

LEGISLATIVE COUNSEL'S DIGEST

SB 1745, as amended, Burton. Landlord-tenant.

Existing law, with certain exceptions, requires 30 days' notice for a change in the terms of, or termination of, a month-to-month tenancy.

This bill would enact provisions operative only until January 1, 2006, that would ~~permit a tenant in a residential dwelling, upon less than 60 days' notice from the landlord of an increase in rent, to provide written notification to the landlord of the tenant's intention to terminate the tenancy. Under those circumstances, the tenancy would terminate 30 days from the date of the proposed rent increase. The rent during the period from the effective date of the increase to the date of termination would be the same as the rent in effect prior to the effective date of the increase. The bill would specify an exception to these provisions for certain dwellings subsidized for the benefit of low-income tenants and for specified rental units subject to rent control or rent stabilization~~ *revise the procedure for providing that notice and require an additional*

30 days' notice for a proposed rent increase that is at least 10% more than the current amount of rent charged to a tenant. The bill would also provide that if a statute, ordinance, state or federal regulation, recorded regulatory agreement, or contract provides for a longer period of notice, the personal service or mailing of the notice shall be in accordance with the longer period.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 827 of the Civil Code is amended
2 to read:

3 827. (a) Except as provided in subdivision (b), in all
4 leases of lands or tenements, or of any interest therein,
5 from week to week, month to month, or other period less
6 than a month, the landlord may, upon giving notice in
7 writing to the tenant, in the manner prescribed by
8 Section 1162 of the Code of Civil Procedure, change the
9 terms of the lease to take effect, as to tenancies for less
10 than one month, upon the expiration of a period at least
11 as long as the term of the hiring itself, and, as to tenancies
12 from month to month, to take effect at the expiration of
13 not less than 30 days, but if that change takes effect within
14 a rental term, the rent accruing from the first day of the
15 term to the date of that change shall be computed at the
16 rental rate which obtained immediately prior to that
17 change; provided, however, that it shall be competent for
18 the parties to provide by an agreement in writing that a
19 notice changing the terms thereof may be given at any
20 time not less than seven days before the expiration of a
21 term, to be effective upon the expiration of the term.

22 The notice, when served upon the tenant, shall of itself
23 operate and be effectual to create and establish, as a part
24 of the lease, the terms, rents, and conditions specified in
25 the notice, if the tenant shall continue to hold the
26 premises after the notice takes effect.

27 (b) (1) In all leases of a residential dwelling, or of any
28 interest therein, from week to week, month to month, or

~~1 other period less than a month, after notice of less than 60
2 days from a landlord changing the terms of the tenancy
3 to increase the rent of the lease or rental agreement, the
4 tenant may, prior to the date on which the rent increase
5 would take effect, give the landlord written notice of the
6 tenant's intent to terminate the tenancy. If the tenant
7 gives the landlord written notice of termination of
8 tenancy, the tenancy shall terminate upon the expiration
9 of 30 days after the proposed effective date of the rent
10 increase. A landlord may allow the tenant to terminate a
11 month-to-month tenancy on a date later than 30 days
12 after the proposed effective date of the rent increase;
13 however, the tenant may not extend the date of the
14 termination of tenancy beyond 30 days after the proposed
15 effective date of the rent increase. A notice of increased
16 rent required pursuant to subdivision (a) shall contain
17 language clearly describing the tenant's right to
18 terminate the tenancy, as provided in this subdivision.~~

~~19 (2) If the tenant terminates the tenancy as provided in
20 paragraph (1), the amount of the rent from the effective
21 date of the rent increase to the date of the termination of
22 tenancy shall be the same as the rent prior to the effective
23 date of the rent increase.~~

~~24 (3) If a tenant gives notice of termination as provided
25 in paragraph (1) and the tenant continues to hold the
26 premises after the termination date, the rent increase
27 shall be effective upon the date set forth in the landlord's
28 notice. This paragraph shall not be construed to authorize
29 the tenant to continue in possession after the termination
30 date provided in a tenant's notice.~~

~~31 (4) This subdivision is not applicable to a residential
32 dwelling which is subsidized pursuant to any state or
33 federal program for the benefit of low-income tenants,
34 including, but not limited to, a facility subsidized by the
35 federal Department of Housing and Urban
36 Development, that restricts increases in rent based on
37 operating cost increases.~~

~~38 (5) This subdivision shall not apply to the annual
39 general adjustments approved by local rent boards for
40 rental units subject to a system of controls on the price at~~

~~which the units may be offered for rent, or controls on the adjustment of the rent level.~~

~~(e) other period less than a month, the landlord may increase the rent provided in the lease or rental agreement, upon giving written notice to the tenant, as follows, by either of the following procedures:~~

~~(A) By delivering a copy to the tenant personally.~~

~~(B) By serving a copy by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure.~~

~~(2) If the proposed rent increase for that tenant is less than 10 percent of the current rental amount charged to that tenant at any time during the 12 months prior to the effective date of the increase, the notice shall be delivered at least 30 days prior to the effective date of the increase, subject to Section 1013 of the Code of Civil Procedure.~~

~~(3) For an increase in rent greater than the amount described in paragraph (2), the minimum notice period required pursuant to that paragraph shall be increased by an additional 30 days.~~

~~(c) If a statute, ordinance, state or federal regulation, recorded regulatory agreement, or contract provides for a longer period of notice regarding a rent increase than that provided in subdivision (a) or (b), the personal service or mailing of the notice shall be in accordance with the longer period.~~

~~(d) This section shall be operative only until January 1, 2006, and as of that date is repealed, unless a later enacted statute, which is enacted on or before January 1, 2006, deletes or extends that date.~~

SEC. 2. Section 827 is added to the Civil Code, to read:

827. (a) In all leases of lands or tenements, or of any interest therein, from week to week, month to month, or other period less than a month, the landlord may, upon giving notice in writing to the tenant, in the manner prescribed by Section 1162 of the Code of Civil Procedure, change the terms of the lease to take effect, as to tenancies for less than one month, upon the expiration of a period at least as long as the term of the hiring itself, and, as to tenancies from month to month, to

1 take effect at the expiration of not less than 30 days, but
2 if that change takes effect within a rental term, the rent
3 accruing from the first day of the term to the date of that
4 change shall be computed at the rental rate which *was*
5 obtained immediately prior to that change; provided,
6 however, that it shall be competent for the parties to
7 provide by an agreement in writing that a notice
8 changing the terms thereof may be given at any time not
9 less than seven days before the expiration of a term, to be
10 effective upon the expiration of the term.

11 The notice, when served upon the tenant, shall of itself
12 operate and be effectual to create and establish, as a part
13 of the lease, the terms, rents, and conditions specified in
14 the notice, if the tenant shall continue to hold the
15 premises after the notice takes effect.

16 (b) This section shall become operative on January 1,
17 2006.

